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Current Topics.

The Office of Lord Justice-Clerk.

Of late, rumour has been busy regarding probable changes in the *personnel* of the Scots Bench, the latest version being that Lord Alness, who has held the office of Lord Justice-Clerk since 1922, contemplates retirement at an early date. For the accuracy of this forecast we, of course, do not vouch, but the fact that it is a possibility may make it of interest to recall the origin of the title and the place which the holder has occupied at different periods in Scottish legal administration. English lawyers, familiar with the title "Lord Justice," not unnaturally suppose that the word "Clerk" affixed to those words indicates the name of the holder of the office; this, however, is not correct, the word "Clerk" indicates the kind of work which the official had in early days to perform. The Lord Justice-Clerk was originally the justice's clerk and was not a judge till after the Restoration. We learn that till 1663 he sat as an assessor to the justice, but in the year just mentioned the Privy Council passed an Act which declared "that the Lord Justice-Clerk is one of the judges of the Justice Court," that is of the Justiciary, or criminal, Court. Somewhat later he was made a Lord of Session, and gradually the office received an enhancement in dignity, although the right of the holder to precedence would appear not to have been definitely fixed till 1808, when the Court of Session was divided into two chambers, over the second of which he was made president, and ever since then he has ranked second among the Scots judges, the Lord President, who is also Lord Justice-General, being first, and presiding in the First Division of the Court of Session, and also at sittings of the Court of Justiciary, but in his absence the Lord Justice-Clerk takes the chair in the latter tribunal. Of the many holders of the office in the past the best known is Lord Braxfield, of whose coarseness countless stories have come down to us, and who is the prototype of Stevenson's "Weir of Hermiston." Lord Alness, the present holder, before his promotion to the Bench, was for a time Lord Advocate and later Secretary for Scotland. A few years ago he brought out, under the title "Looking Back," a volume of travel and biographical sketches of great charm.

Counsel's Arguments in the Reports.

A learned contributor to the current number of the *Iowa Law Review* deplores the increasing tendency in American law reports to omit any summary of the arguments of counsel as presented to the court. Until about 1880 it appears to have been the invariable practice to include this as an essential part of the report, but it seems that latterly, except in the reports of the Supreme Court and in those of a comparatively small number of the State Courts, the rule has been to omit this altogether. This change, which has been noticeable for some time also in certain reports in this country, the learned writer regrets on several grounds. First, he contends that the inclusion of a *résumé* of the arguments of counsel enables the profession to know what points were thought by counsel to be important, and then they could look at the judgment to see how these were regarded by the judges. Secondly, he insists that the inclusion of a summary of the arguments helps to raise the dignity of counsel and makes them truly officers of the court and constructive ministers in the administration of justice. He also maintains that, in an indirect though real way, it would minimise their position as hired combatants labouring for individual claims, and would make clear their part in the judicial process. There is no doubt much to be said in favour of the views thus expressed, but many present-day judges seem to regard it as essential to express their views often at such inordinate length and with such a wealth of detail that the reporter is apt to think it superfluous to encumber his reports with arguments at all, contenting himself with the stereotyped formula: "The arguments sufficiently appear from the judgment." One reporter of a past generation sometimes added the curt and not particularly informative statement that "all the relevant cases were cited." It was this same reporter who vexed the righteous souls of commercial lawyers by setting out one or two clauses of the bill of lading under discussion and adding that "the remainder of the document was couched in the usual commercial jargon!"

Rich Paupers.

The Times recently reported a case before Judge Thompson, K.C., in which a man of good position sued the Essex County Council for £7 odd, taken out of his pocket and retained after he had suffered a broken leg in a road accident and been brought to and remained for eight weeks in Whipp's Cross Hospital. The defence was that the sum in question, together with another £25 odd, was due from him as money applied in relief under the poor law on his behalf. His reply to this defence was that he was not a pauper, was not a patient for the purposes of relief, and had never made a contract for the payment of relief. His honour expressed great surprise at the defence, but admitted its validity after argument. He said he had to find that the plaintiff was technically a pauper at the hospital, although he might not like the term applied to him. Under the statutes applicable, the defendants had the right to appropriate the money and he gave judgment accordingly. Since anyone may now be the victim of a road accident at any time, the law on the subject may be regarded as of public interest. Counsel stated that the hospital in question was a workhouse infirmary under the poor law statutes, and that anybody entering was in receipt of relief. Section 16 of the Local Government Act, 1929, places a duty on a county council to recover the expenses of maintaining any person in such an institution if his financial circumstances permit, and s. 20 of the Poor Law Act, 1930, provides that money may be

taken from the person of anyone in possession of it and who is also in receipt of relief, in reimbursement for his keep. These are statutory rights, and so the case is distinguishable from *Pontypridd Union* v. *Drew* [1927] 1 K.B. 214, where the claim that there was a common law right in the guardians to recoupment of expense from the recipient of poor relief failed, several previous cases being thereby over-ruled. It may be suggested that the judge's observation as to the plaintiff having become "technically a pauper" was hardly justified under existing legislation. Even under the older statutes, in which the word pauper is used, a person who obtained relief, or who was deemed to have obtained relief, was not necessarily a pauper: see *Re Benson* (1918), 87 L.J., Ch. 622, and the word, which has by long usage acquired a disparaging ring, is now banished from the rules of court and the newer statutes. The plaintiff was a person maintained in an institution within the Act of 1929, and presumably, on the finding of the judge, a person in receipt of relief within the Act of 1930. In similar circumstances, so might a millionaire be, to whom the term "pauper" would be entirely inappropriate. The position of a bank messenger, having large sums of money on him belonging to other people, has not been elucidated under the section.

The Election of Churchwardens—Proposed Amendment of Canon Law.

At the recent Rochester Diocesan Conference a resolution was passed calling for an amendment of Canon 90, which governs the election of churchwardens, with the object of bringing to an end a curiously anomalous state of affairs which has arisen as a consequence of the passing of the Parochial Church Councils (Powers) Measure of 1921. According to Canon 90 the Vestry must elect churchwardens yearly in Easter week; but under the Measure of 1921 churchwardens cannot now be legally chosen at the Vestry, but where one or more of the churchwardens has, or have been, hitherto so elected, the election must be carried out at a meeting of the Vestry and the Annual Parochial Church Meeting sitting together for that special purpose. It follows that, as both Canon 90 and the Measure of 1921 are in operation, the joint meeting of necessity must be held in Easter week. Trouble, however, has arisen by reason of the fact that in newly-formed parishes the practice has been growing of holding the Annual Parochial Church Meeting early in January in order to pass the accounts for the previous year and to instal the churchwardens for the current year. This has been held by the legal authorities of the Church to be illegal (by reason of Canon 90) but *not invalid*! Obviously where there is no "Vestry" to object, no trouble is likely to arise; but there is undoubted inconvenience in having churchwardens elected in one parish at the commencement of the year and in the next parish at Easter. The balance of convenience would seem to lie in the amendment of Canon 90 so that all elections could take place early in January and the new churchwardens be enabled to take over their financial duties forthwith instead of at a time when three months of the financial year have passed. But amendment of Canon Law is a somewhat tedious process and involves reference in the first instance to Convocation.

The Toll of the Road.

Proper emphasis is laid on "the gravity of the problem with which the Bill deals" in the first report of the Select Committee appointed to consider the Road Traffic (Compensation for Accidents) Bill, which was published on 13th July. The number of accidents to pedestrians in 1932 was 89,947 and death resulted in 3,619 cases. In 22.4 per cent. of the total number of cases no payment was made by way of compensation, and it is stated that the Committee have reason to believe that in a large proportion of the cases in which compensation was paid the amount was inadequate. The Committee are of the opinion that the payment of compensation to innocent pedestrians who suffer injury through no fault of their own is a duty, not so much of the individual motorist, as of the motoring community as a whole. It is proposed therefore that where a pedestrian, without negligence on his part, is injured by a motorist, whether negligent or not, he should be entitled to recover damages. Where the accident has been caused solely by the pedestrian's own negligence he should not be entitled to recover at all, and he should only recover partial damages where he has been guilty of contributory negligence. The increased liability of the motorist should be covered, as provided by the Bill, by insurance against the increased third party risk. The additional problem of the uncovered expenditure of £200,000 a year by the voluntary hospitals in respect of motor accident cases is also dealt with in the report, which recommends the adoption of a clause dealing with this matter. Some opposition to the suggested increase in motorists' liability has been expressed by representative motorists' associations, but as Lord Iveagh, the Chairman of the Committee, has pointed out, the provision for meeting the difficulty by insurance would not mean more than 1s. a car a year extra premium. There may seem some slight injustice in proposals which involve that those who drive with due care should bear part of the burden which is largely created by those who do not use such care, but the part to be borne is so small that the maxim "*de minimis non curat lex*" is eminently applicable when such a serious issue is at stake.

Marriage at Sea.

A paragraph in *The Times* recently recorded the ceremony of marriage taking place at sea off Ramsgate by the skipper of a motor boat in somewhat peculiar circumstances. It appears that the wedding was to have taken place at a church in Ramsgate, but at the last moment it was discovered, after the bridal party had taken their seats, that the banns had not been read in the bridegroom's parish and consequently that the ceremony could not be solemnised in church, at all events on the day which had been arranged. In these awkward circumstances it was suggested that the marriage might take place at sea, and accordingly the party embarked on a motor boat which put off to sea and the service was carried out. Sir Nevill Geary, in his work on the law of "Marriage and Family Relations," gives it as his opinion that as the Marriage Acts with their requirements as to banns and other formalities apply only to England, and no municipal law being in force on the High Sea, marriages at sea on board a British ship, whether man-of-war or merchantman, are regulated by the old common law by which the only requirement is the presence and assent of an ordained clergyman. Sir Nevill then adds: "The House of Lords [in *Reg* v. *Millis*, 10 Cl. & Fin. 534] left it an open question whether this applies to the case of marriages of necessity entered into where the presence of a minister in holy orders may be impossible." On the other hand, Mr. Hammick, in his "Marriage Law of England," is not quite so clear as to the validity of such marriages, except perhaps in the case of a domiciled Scotsman and a domiciled Scotswoman, who, as they carry with them the law of Scotland which permits marriage by mere interchange of consent, can contract marriage without the necessity of a minister being present or the need of any particular form or ceremony. The fact that by s. 240 of the Merchant Shipping Act, 1894, the master of a ship for which an official log is required, has to enter in the log, among various other happenings, "every marriage taking place on board with the names and ages of the parties," seems to give implied validity to marriages entered into on board ship, but, as Mr. Hammick points out, there is no statutory authority for the solemnisation of any such marriage on board a British merchant ship, nor has any statute been passed to give retrospective effect to such marriages. This leaves us with an uneasy feeling of uncertainty as to the validity of English marriages contracted otherwise than with the usual forms and ceremonies, and elsewhere than in church or the superintendent registrar's office.

The Rent, etc., Restrictions (Amendment) Act, 1933.

ROYAL assent was given to the above on Tuesday, the 18th inst., and the event was made the occasion of something very like alarmist headlines and posters by daily newspapers the following day. It is possible that some of our readers are being besieged by anxious enquirers as a result; and while we have already reviewed the Report on which the Bill was based (Vol. 75, p. 516) and the Bill itself, which closely followed the recommendations of the Committee (Vol. 76, p. 895), we may perhaps usefully point to one or two features of the new Act, more especially those of present practical importance. Our "Landlord and Tenant Notebook" will deal with the changes in detail in due course.

To begin with, the changes in the law relating to control do not take effect till 29th September. It is then that the "Class A" lose the protection of the principal Act. We would, in this connection draw attention to two important details: (1) rateable value is not (as most or all of the daily papers said) the sole test. The words are: "if it is a dwelling-house of which either the annual amount of the recoverable rent . . . or the rateable value . . . did not exceed." "Recoverable rent" is defined in the interpretation section as the maximum rent which, under the provisions of the principal Acts, is or was recoverable from the tenant. (2) landlords anxious to obtain possession of houses so de-controlled must give a month's notice. This can be given on 29th August. This provision was not contained in the Bill as it originally stood; but when the measure was discussed by the House of Commons in Committee someone thought that it would be hard on some tenants to wake up on Michaelmas Day and find their homes unprotected without express warning. An amendment was moved and accepted accordingly.

The provisions for registration of de-controlled dwellings are next in order of importance. Here the landlord has three months from the passing of the Act in which to comply, so again there is no immediate hurry. But it should be pointed out that the result of non-compliance may be re-control; an extension can only be granted (by the county court) if there be reasonable excuse.

The new provisions altering the law as to grounds of possession require careful study, and will be the subject-matter of articles to appear later. Not only the new grounds, namely profiteering in "sub-lets" and overcrowding, but also the new definition of alternative accommodation, call for analytical consideration.

In conclusion, those who look for elucidation of obscure points the doubt as to which was due to defective draughtsmanship will look in vain; the old provisions (e.g., as to possession) which are repeated are repeated in the same language. On this point, too, the recommendations of the Committee were followed; that body considered that judicial interpretation had satisfied our needs. At all events, the new Act does not make confusion worse confounded.

Damages in Running-down Cases.

THE type of case in which some confusion arises is where the plaintiff was a passenger in a car at the time of its collision with another car, and the jury finds that both cars have been negligent. Attempts have sometimes been made to have the damages apportioned between the two defendants, but it is submitted that those attempts are misguided. The case of *Greenlands Ltd.* v. *Wilmhurst* [1913] 3 K.B. 507, affirmed *sub. nom. London Association for the Protection of Trade* v. *Greenlands Ltd.* [1916] 2 A.C. 15, is not applicable, because it was there expressly held that there had been a joint tort.

The short answer to the question is the decision in *The Koursk* [1924] P. 140. In that case an elaborate attempt was made to establish the proposition that "where the tort consists of doing actual damage, and not an act wrongful and actionable *per se*, it is a joint tort if the damage was done by two or more wrongdoers, or was the result of the combined effect of their respective acts." (See the argument of Dunlop, K.C., at p. 143.) The result of this proposition would, of course, be that if a judgment was obtained against one of the wrongdoers, no action could be brought against the other owing to the rule in *Brinsmead* v. *Harrison* (1871), L.R. 7 C.P. 547. The Court of Appeal unanimously rejected this contention, and laid it down that in such a case, though the damnum was one, there were two entirely separate and distinct injuries, for which each party was severally responsible; as Stephens, K.C., argued at p. 147: "The tort was the injuria, although not actionable unless damnum followed; but the cause of action is the injuria, and not the damnum." In other words, there is an entirely separate cause of action against each defendant in respect of the act of negligence which he has committed, although there is a common damnum which makes both causes of action maintainable. As Salmond puts it in his book on "Torts," 7th ed., 1928, at p. 99: "They are severally liable for the same damage, not jointly liable for the same tort."

In these circumstances the decision in *In re Polemis and Furness Withy & Co.* [1921] 3 K.B. 560, is very relevant. A person who has been negligent is, according to that decision, liable for all the damage which is the direct consequence of his negligent act, regardless of the fact whether he could have reasonably anticipated such damage or not. It follows from this that each party who is guilty of an act of negligence in the case of a collision between two motor cars is liable for all the consequences, however large, provided they result directly from his act of negligence however small. The plaintiff, therefore, is entitled to two separate judgments against each of the defendants for the full amount of his damnum.

It could, however, hardly be contended that both judgments could be satisfied. It seems to be recognised that a person cannot make profit out of his sufferings, and therefore cannot get double satisfaction for one loss, though the only authority for this as a legal principle seems to be the *dictum* of Bayley, J., in *Morris* v. *Robinson* (1824), 3 B. & C. 196 (a case notorious for its unsatisfactory dicta, though this is probably an exception), where he says, at pp. 205-206: "If indeed the plaintiffs were to recover the full value of the goods (sc. in an action of trover) a court of equity would interfere to prevent them from having a double satisfaction."

A further question in this connection is whether there is any right of contribution between the co-defendants. It is suggested in Salmond, at pp. 99-100, note (l)(4), that where judgment for the whole of the damnum has been entered against both defendants, but has been paid in full by one of them, one can get contribution from the other provided the wrong was not wilful so as to fall within the rule in *Merryweather* v. *Nixan*, 8 T.R. 186. It is respectfully submitted that this is not so. Judgment has been entered against both of them on two entirely separate causes of action; each has been guilty of an entirely separate act of negligence, and each act of negligence has inflicted as a direct result £X of damage. This damage happens to be identical, but that does not prevent each of the defendants from being fully responsible for the whole of it. It may seem at first sight hard that one who has, perhaps, been guilty of an act of negligence which was but a small fraction of the combined total, should, because he is well-to-do, and for that reason called on in preference to his co-defendant to pay, have to satisfy the whole of the judgment. But it is not, for the reasons already given, so much that he is unfortunate as that the other is fortunate in being protected by the fact that the plaintiff cannot receive double satisfaction. And in any case in these days of compulsory insurance these appeals to pity are rather idle. The

action is only fought because one of the insurance companies hopes to get off altogether; and, in practice, all that it means if judgment is in fact entered against both defendants is that the insurance companies agree to bear the burden equally.

Writ of Attachment.

SOMEWHAT unusual circumstances led to a motion for leave to issue a writ of attachment against a solicitor coming before Mr. Justice Farwell on the 11th July, and in support of the application reference was made to an authority decided in 1892. The solicitor against whom it was sought to issue the writ had been handed two cheques with instructions to apply them in a certain way. He did not do so, and the applicant for the writ had had to pay the money himself. Subsequently the usual order was made for a bill of costs, but the solicitor did not deliver any bill, and later a notice of motion for leave to issue a writ of attachment was issued and was heard by Mr. Justice Luxmoore. His lordship gave leave to issue a writ of attachment and ordered the solicitor to pay the costs of the application and the costs of and incidental to the issuing of the writ. It then transpired, however, that at the time the solicitor received the money he had not taken out his practising certificate, and the motion was thereupon again mentioned to Mr. Justice Luxmoore who discharged his former order, holding that he had no jurisdiction. The next step was the taking out of an originating summons under Ord. 52, r. 25. That summons came before a Master who made an order that the solicitor should pay to the applicant the moneys the applicant had had to pay, and also an additional sum as the applicant's assessed costs of that application. The Master followed the decision in *In re Hulm & Lewis* [1892] 2 Q.B. 216, to which Mr. Justice Farwell was also referred, and which laid down that where an unqualified person had obtained possession of money and documents by pretending to be a solicitor the court in the exercise of its summary jurisdiction could order him to deliver them up, and upon his refusal could punish him by attachment. That was a case in which application was made for leave to issue a writ of attachment against one Lewis for contempt of court in disobeying the order of a Master requiring him to deliver up certain deeds, etc., belonging to the applicant. Lewis was not a solicitor, but was managing clerk to one. Pollock, B., before whom the matter first came, held that as Lewis was not a solicitor, there was no jurisdiction to issue a writ of attachment against him. On appeal, however, Mathew, J., relied on *Wilton* v. *Chambers*, 7 A. & E. 524, and said that that case showed that the fact that Lewis was not a solicitor was no answer to the order and therefore no answer to the application for an attachment for disobedience to the order. Collins, J., was more explicit: he said that he thought that the court had in those matters as much jurisdiction over a person who was not a solicitor as it had over a solicitor. In that case, said his lordship, a person who was not a solicitor had assumed the privileges of a solicitor, if he were a solicitor he would be bound to hand over the deeds, etc., to his client, and it seemed to him (his lordship) that his not being a solicitor made no difference.

In the present case, after reference to the above authority of 1892, and after ascertaining that there was evidence that the respondent was representing himself to be a solicitor on the day he received the money—seven days after he had ceased to hold a practising certificate—Mr. Justice Farwell gave leave to issue a writ of attachment against the respondent and ordered him to pay the costs of the application and the costs of and incidental to the issuing of the writ of attachment. It is to be observed that r. 25 of Ord. 52 applies "where the relationship of solicitor and client exists *or has existed*." Also r. 25 does not apply where the money has been placed in the solicitor's hands by way of loan: *Re Y, a Solicitor* (1910), 54 SOL. J. 459.

Company Law and Practice.

Winding Up of Assurance Companies.

A COMPARATIVELY recent case has directed some attention to the winding up of assurance companies, and the latest volume of the statutes contains an Act "to provide for the winding up of insolvent assurance companies, and for purposes connected with the matter aforesaid": 23 Geo. 5, c. 9, otherwise the Assurance Companies (Winding Up) Act, 1933. The Act does not extend to Northern Ireland.

Before we examine this new Act it may be advisable very shortly to recapitulate such other statutory provisions relating to the winding up of assurance companies as are of any general interest. The principal Act dealing with these organisations is, of course, the Assurance Companies Act, 1909, which defines in its first section the companies to which the Act applies—this is a long section, and my readers need not now be troubled with it. The material section of this Act is s. 15, which provides that the court may order the winding up of an assurance company, in accordance with the Companies (Consolidation) Act, 1908 (but now the Companies Act, 1929: see Interpretation Act, 1889, s. 38), and the provisions of that Act shall apply accordingly, subject to this modification, that the company may be ordered to be wound up on the petition of ten or more policy-holders owning policies of an aggregate value of not less than £10,000.

There is, however, a restriction on this right to petition similar to the restriction on the right of a contingent or prospective creditor to petition contained in s. 170 (1) (*c*) of the Companies Act, 1929, namely, that a *primâ facie* case must be established to the satisfaction of the court, and that security for costs to an amount thought reasonable by the court must be given. These policy-holders are, of course, only prospective creditors—if their policies have matured they are creditors in the true sense of the word, and can petition as such. The practice in such a case for enabling the petition to be heard is to take out a summons to determine whether there is a *primâ facie* case, and, if so, to decide how much security for costs should be given: see "Palmer," 14th ed., Pt. II, p. 68. This application is made *ex parte* by the petitioner.

The next statute to be considered is the Industrial Assurance Act, 1923, and this was the one invoked in the recent case to which I have referred above. The section material for this present purpose is much more restricted in its scope than s. 15 of the Assurance Companies Act, 1909, for it only applies to a company which is also a collecting society or industrial assurance company within the meaning of the Act. The necessary prelude to action under this section is an investigation of the affairs of the company by the Industrial Assurance Commissioner (who doubles with this role that of Chief Registrar of Friendly Societies—see s. 2 (1)) or an inspector appointed by him. This investigation may be made, if, in the opinion of the Commissioner, there is reasonable cause to believe that an offence against the Act of 1923, or against the Friendly Societies Act, 1896, or against the Act of 1909 has been, or is likely to be, committed. In passing, it may be noted that the House of Lords has held that the inspector is not entitled to conduct the inspection in public: *Hearts of Oak Assurance Co., Ltd.* v. *Attorney-General* [1932] A.C. 392.

Section 17 (2) provides that on himself holding such an inspection or on receiving the report of an inspector so appointed the Commissioner may, in the case of a society, award that the society be dissolved and its affairs wound up, and in the case of a company, may present a petition to the court for the winding up of the company.

From this we may conveniently pass to the Assurance Companies (Winding Up) Act, 1933. A petition for the winding up of an assurance company on the ground that it is unable to pay its debts within the meaning of ss. 168 and 169

of the Companies Act, 1929, may, with the leave of the court, be presented by the Board of Trade (s. 1).

That is comparatively simple and innocuous, but s. 2 goes a great deal further. The marginal note to it has a somewhat ominous sound: "Provisions as to companies of doubtful solvency." If, says the section, it appears to the Board of Trade that there is reasonable ground for believing that an assurance company is insolvent the Board may require to be furnished to them, within a time specified by them, such explanations, accounts, balance sheets, etc., as they consider necessary for determining whether the company is, or was at such date as they may specify, insolvent. They are restricted in the date which they may specify, but we need not trouble about that.

These explanations, accounts, balance sheets, and so on, are to be signed by such numbers of the directors and by such officers of the company as the Board of Trade require and certified as correct by an auditor or actuary, or both, approved by the Board of Trade, if the Board so require. The test of insolvency for this purpose is whether the court could, in accordance with ss. 168 and 169 of the Companies Act, 1929, hold that the company is unable to pay its debts.

If an assurance company does not do what the Board of Trade requires it to do, under the powers conferred on them by the section, the Board can apply to the court, which may order compliance with the Board's requirements unless the company satisfies the court that those requirements are unreasonable (s. 2 (2)). Default in complying with any such order is a ground on which the company may, on the petition of the Board of Trade, presented by leave of the court, be wound up by the court in accordance with the provisions of the Companies Act, 1929. The court is given a further power under which it may, unless the company satisfies it that default has not been made in complying with an order of the nature above referred to, direct the Board of Trade to appoint one or more inspectors (to whom the provisions of the Companies Act, 1929, s. 135 (3), (4) and (5), as to production of books and examination of officers apply) to investigate the affairs of the company, and to report on them. The court may, in such case, also give directions as to the payment of the costs of and incidental to the investigation.

Where do these provisions lead? First of all, under s. 1, the Board of Trade can petition for the winding up on the ground that the company is unable to pay its debts, even though the Board itself is not a creditor. There is nothing which can give rise to any complaint here, and it only puts the Board in a position similar to that of the Industrial Assurance Commissioner. But under s. 2 the position is somewhat less satisfactory; the Board can require all sorts of information from an assurance company, and can get a winding up order if this information is not forthcoming, subject, of course, to certain safeguards.

For what purpose is the Board allowed to require this information? For the purpose of determining whether the company is insolvent.

"I'll be Judge, I'll be Jury,
said cunning old Fury."

The learned author of this couplet could hardly have had a situation such as this in mind when he penned those lines, and it is perhaps a little unfair to suggest any sort of comparison between the Board of Trade and the speaker referred to in the rhyme; but the effect of s. 2 (1) seems to put, or attempt to put, the Board of Trade in the position, if not of judge, at any rate of jury in what must be, in some measure, its own cause. If the Board decides, as a result of the information and explanations furnished, that the company is insolvent, is the court going to go behind that decision and refuse to make a winding up order? One can imagine circumstances in which there might be more views than one as to the solvency of a company, but if the Board takes a view unfavourable to the company, and expresses it, the practical result is very likely to be that the discretion of the court is fettered.

Section 3 (1) provides that rules made under the Companies Act, 1929, s. 305, may regulate the procedure and practice to be followed in the case of proceedings under the Act, but so far no such rules have been made.

A Conveyancer's Diary.

Restrictive Covenants—*continued.*

Last week I referred to the recent case in the Court of Appeal, *Re Union of London and Smith's Bank Limited's Conveyance* [1933] 1 Ch. 611. I said that at least upon one point the decision in that case had definitely settled in the negative the question whether a covenantee who had parted with all the land for the benefit of which he had imposed restrictive covenants on a purchaser from him of adjoining land without assigning the benefit of the covenant, could afterwards assign that benefit to such purchaser. If the case were one where the benefit of such a covenant would pass without express assignment, well and good, but if express assignment were necessary it must be made at the same time as the conveyance of the land intended to be benefited, otherwise the covenant would become unenforceable.

I am told that there is another respect in which the case referred to has, if not created new law, at least extended the principles to be deduced from the earlier authorities. I am not sure about that, but I find in the late Mr. Jolly's text-book on "Restrictive Covenants affecting Land," the following statement with reference to assignments of covenants not annexed to land: (2nd Ed. at p. 23): "If the covenantee retains an estate which may be benefited by the restriction, it is not necessary that the benefit should be annexed to any particular part of the estate." Of course that statement must be read with the context, but I certainly do not agree that as a general statement it could ever have been supported. At any rate *Re Union of London and Smith's Bank Limited's Conveyance* shows that the statement goes too far. That is the point to which I have referred as being one with regard to which that case is said to have extended the principles to be gathered from the earlier authorities, and in fact to have laid down a new test to be applied in ascertaining whether the benefit of the covenant can be enforced.

It is rather difficult to know at what point to start in discussing this question of restrictive covenants. The established rules may be stated in several ways, and the significance of them, it seems to me, may be made to appear different by the order in which they are put.

I propose to try in my own way to state the rules as I understand them, and to arrange them in the order in which I think they should be applied to the facts of any particular case under consideration. I must, of course, be understood to be dealing for the moment only with the benefit of the covenant and to be excluding cases where a "building scheme" can be established.

(1) Such a covenant can only be enforced by a person who is the owner of land which he can show was intended to be protected or benefited by the covenant when it was entered into.

That is the first rule. If a client wants to know whether he can enforce such a covenant against a neighbouring owner, the first thing to ascertain is whether he owns land for the protection or benefit of which the covenant was imposed.

(2) In order to decide whether the covenant was entered into for the benefit of your client's land, the first step obviously is to look at the covenant itself and see whether it says so. In other words, is it expressed to be for the benefit of that land and each successive owner thereof, or, as it is usually put, whether the covenant is so worded as expressly to "annex" the benefit of the covenant to your client's land. If so, that is what is called "express annexation" of the benefit of the covenant to particular and ascertainable land.

An illustration of a covenant of that kind is that which was held to be enforceable in the well-known case of *Rogers* v. *Hosegood* [1900] 2 Ch. 388, where the covenant was expressed to be intended to enure for the benefit of the covenantees, their heirs and assigns and others claiming under them, to all or any of their lands adjoining or near to the land conveyed to the covenantor. It is true that the expression "adjoining or near" is rather vague, but *id certum est quod certum reddi potest* and the precise lands intended to be protected could be ascertained.

(3) Once it is clear that your client's land is part of the land for the protection or benefit of which the covenant is expressed to be made (or as it is said, to which the benefit of the covenant is expressly annexed), then your client is entitled to the benefit of that covenant simply as the owner of that land, although he may not have known of it when the land was conveyed to him. The benefit of the covenant passes with the conveyance of the land (that is, will "run with the land") without any mention of it being made in the conveyance.

(4) If the covenant is not so framed as to be "expressly annexed" to your client's land it may be that it can be shown to have been "impliedly annexed" to that land. Here we are on difficult ground.

It will seldom happen that implied annexation can be established if for no other reason than that it will not often be possible to define or ascertain with sufficient precision what the land is to which the benefit is intended to be annexed.

(5) If you find that you cannot rely upon express or implied annexation of the benefit of the covenant to your client's land, but it can be shown that the covenant was taken by the covenantee with the intention of benefiting his other land in the sense that it would enable him to dispose of it to greater advantage, your client will not be entitled to enforce the covenant unless he is an express assignee of it, and as I have said before unless he obtained an assignment of the covenant at the same time as he took a conveyance of the land.

It is here where *Re Union of London & Smith's Bank Limited's Conveyance* is said to apply a new test and differs from the statement I have quoted from the late Mr. Jolly's book.

After dealing with the authorities on covenants of this nature, Romer, L.J. (at p. 631), stated the law as follows: "It is plain, however, from these and other cases, and notably that of *Renals* v. *Cowlishaw*, that if the restrictive covenant be taken not merely for some personal purpose or object of the vendor, but for the benefit of some other land of his, in the sense that it would enable him to dispose of that land to greater advantage, the covenant, although not annexed to that land so as to run with any part of it, may be enforced against an assignee of the covenantor taking with notice, both by the covenantee and by persons to whom the benefit of the covenant has been assigned, subject, however, to certain conditions. In the first place, the 'other land' must be land that is capable of being benefited by the covenant—otherwise it would be impossible to infer that the object of the covenant was to enable the vendor to dispose of his land to greater advantage. In the next place, this land must be 'ascertainable' or 'certain,' to use the words of Romer and Scrutton, L.JJ., respectively. For although the court will readily infer the intention to benefit the other land of the vendor when the existence and situation of such land are indicated in the conveyance or have been otherwise shown with reasonable certainty, it is impossible to do so from vague references in the conveyance or in other documents laid before the court as to the existence of other lands of the vendor the extent and situation of which are undefined. In the third place, the covenant cannot be enforced by the covenantee against an assign of the purchaser after the covenantee has parted with the whole of his land."

The difficulty of establishing so much is obvious. It may be in a simple case where, for example, the vendor owns a house and sells an adjoining piece of land, taking a restrictive covenant from the purchaser without expressly annexing it to the land retained, that the court will "readily infer" that the covenant was for the benefit of the vendor's house, especially if the house is mentioned in the conveyance. But the owner of a large estate will have great difficulty in showing which part of it the covenant is intended to benefit. The court will not "readily infer" that the covenant is intended to benefit the whole estate and each part of it, some of which may be at a considerable distance from the covenantor's land and it is disputable whether such land is even capable of being benefited by the covenant.

It may be that the passage which I have quoted from Mr. Jolly's book was intended to apply only where the original covenantee is seeking to enforce the covenant against the original covenantor. In that case no doubt the covenantee need only show that he still held land capable of being benefited by the covenant. If, however, the covenantee or an assign from him is seeking to enforce the covenant against an assign of the covenantor he must go much further than that in defining the land intended to be benefited.

I must leave the further consideration of this subject to next week.

Landlord and Tenant Notebook.

Covenant to Reside on the Premises.

A COVENANT to reside on the premises is now a common feature of public-house leases, and is rarely, if ever, met with in leases of any other kind of property. At one time it appears to have been a feature of some leases of farms; in two cases decided at the end of the eighteenth century, the one in Ireland and the other in England, the tenants were bound, under penalty of an increased rent, to live on their farms. In the Irish case, *Ponsonby* v. *Adams* (1770), 2 Bro. P.C. 431, the tenant, holding under a lease granted in 1729 renewing one granted for three lives in 1719, resisted a claim for the penal rent and filed a bill in equity for relief, which was actually granted him at first instance; the decision was, however, reversed on appeal. In *Tatem* v. *Chaplin* (1793), 2 H. Bl. 133, a similar covenant was held to be one which ran with the land.

The effect of the modern publican's covenant to reside, coupled with that of other covenants, can best be described by citing a passage from the judgment of Mr. Justice P. O. Lawrence in *Mills* v. *Cannon Brewery Ltd.* [1920] 2 Ch. 38, at p. 49," so far as the defendant company is concerned there is really nothing from a practical point of view to choose between a house in the hands of a manager and a house in the hands of a tenant."

Courts of law have never favoured restrictions upon alienation—though the old courts of equity, it is true, never went as far as to relieve against forfeiture for breach of a covenant—and it is not surprising to find that covenants to reside have been strictly construed and that the obligation has never been held to be implied by other covenants, whatever the parties may appear to have contemplated.

Thus, the covenant was held not to be a "usual covenant" for licensed premises in *Henderson* v. *Hay* (1792), 3 Bro. C.C. 652, and this authority was followed more recently in *Re Lander and Bagley's Contract* [1892] 3 Ch. 41. It is perhaps worth remarking that in the older case the contract said "common and usual covenants," and the court held that the covenant might be usual in licensed premises, but was not "common." I cannot say with confidence, however, that these decisions would apply to-day, as the present tendency seems to be to have regard to the nature of the property when considering what covenants are "usual," and to reject the old idea, to which much respect was paid in *Re Lander and Bagley's Contract* that the usual covenants were always the same. The most

recent authority, *Flexman* v. *Corbett* [1930] 1 Ch. 672, was very fully discussed, and its significance in relation to older decisions reviewed, in the "Conveyancer's Diary," of 22nd and 29th November, 1930 (74 SOL. J. 781, 796), a perusal of which warrants the proposition that usual covenants must now be taken to vary not only from generation to generation and locality to locality, but also according to the character and user of the property.

The covenant to reside is, of course, casually connected with covenants as to user. It is well established that a covenant not to use premises otherwise than as a public-house will not put the tenant under an obligation so to use them. In *Doe d. Marquis of Bute* v. *Guest* (1846), 15 M. & W. 160, an agreement for a lease of land authorised the erection of buildings necessary for a glass manufactory, which were to become the lessor's property on the termination of the lease agreed to be granted; the intending tenant took possession, and objected, when the time came, to a clause in the draft lease which would compel him to carry on the trade contemplated. It was held that this could not be insisted upon by the lessor, as one of the judges observed, a covenant to use a house as a dwelling-house only was not broken if the house were left unoccupied. This decision was applied in *Wilson* v. *Twamley* [1904] 2 K.B. 99, C.A., in which the sub-tenant of a public-house had been convicted of a licensing offence, with the result that the licence was lost and the superior landlords incurred heavy financial losses; they sought to recover damages against the mesne tenant for breach of a covenant to use the premises as a public-house and beer-house only, but it was held that this did not imply an undertaking that the premises should remain licensed.

A clear covenant to use the premises as a public-house, though it does not compel residence, does impose positive obligations upon the tenant, and in *Dartford Brewery Co. Ltd.* v. *Till and Godfrey* (1907), 95 L.T. 636, C.A., "the trade" secured a forensic victory. The facts were that the under-tenant of what was to be an "improved" public-house had, as it were, gone one better by exhibiting a notice announcing his intention to limit his Sunday trade and ration his customers. Covenants in the head lease clearly contemplated a change in the nature of the premises and the status of the business, but among them was one which obliged the tenant to keep the premises open in due and proper course of business as an inn, alehouse or victualling house "during the greatest number of days and the greatest number of hours that shall be allowed by law," and the Court of Appeal, reversing the decision of the court below, held that this gave the tenant no option and the sub-tenant's notice was inconsistent with his obligation.

The actual question before the court in *Mills* v. *Cannon Brewery Co.* [1920] 2 Ch. 38, mentioned above, was whether the mesne lessees were justified in refusing consent (not to be unreasonably withheld, etc.) to a proposed assignment to someone who did not intend to live on the premises. The underlease was an old one and contained no covenant to reside. The case was tried on affidavit evidence, and the manager of the brewery company deposed that the "regulations and requirements" of licensing justices (the house was in Central London) now made residence, or tended to make residence, a condition of the grant of a licence. The tenancy agreement described by P. O. Lawrence, J., in the passage cited in my second paragraph was exhibited as a sample of the company's contracts with their tenants. Other circumstances considered were that the living accommodation in the house was limited, and that the intending assignors were executors bound to realise the best price for the underlease; but apart from these, the learned judge held that the refusal could not be justified.

That a covenant to reside cannot be fulfilled by a limited company was decided in *Jenkins* v. *Price* [1908] 1 Ch. 10, C.A.

Mr. Hereward Reid Sharman, solicitor, of Bedford-row, W.C., left £25,314, with net personalty £21,297.

Our County Court Letter.

SCOPE OF GUARANTEE OF WATER FILTER.

IN *Tett Brothers, Ltd.* v. *Minchin and Matthews, Ltd.*, recently heard at Bromyard County Court, the claim was for £35 8s. 11d. for damages for breach of contract, viz., the rejection of a filter and water softener; and the counter-claim was for the return of £11 16s. being the deposits paid on the apparatus. The plaintiffs' case was that (1) in August, 1932, the filter and softener were sent to Pencombe Hall, where the water supply was obtained by means of either a ram or a petrol pump; (2) the pressure from the latter was so great that the filter was blown out, although an automatic valve would have rectified the pressure; (3) until the installation was complete, it was impossible to say that the guarantee (viz., that the diminution in water supply would not exceed 5 per cent.) had not been carried out; (4) the contract should have been performed in its entirety, viz., after a satisfactory test; (5) the amount claimed was the difference between the cost price (£84 1s. 11d.) and the price quoted, viz., £119 10s. 10d. The defendants' case was that (*a*) the contract (dated 10th May, 1932) contained the proviso: "If unsatisfactory, to be removed and money refunded"; (2) a proviso had been made that the flow of water was not to be retarded, whereas the ram (which was used most of the year) was incapable of overcoming the resistance—caused through the fitting of the apparatus on a rising main. His Honour Judge Roope Reeve, K.C., gave judgment for the defendants on the claim and counter-claim, with costs.

THE TENURE OF SPORTING TROPHIES.

The above subject has been considered in two recent cases. In *Goodwin and another* v. *Cockaine* at Derby County Court, the claim was for £10 in respect of the detinue of a cup. The latter had been bought (by subscription) before the war, and (after being played for annually by football teams, composed of butchers and bakers) it was deposited for twelve months at local hostelries in rotation. Since the war, however, a mixed team of butchers and bakers had played another combination, and the defendant (who was last in possession of the trophy) had refused to hand it over. His case was that (1) there were two rival claimants, and he was bound (as a trustee) to retain the trophy—until the question of ownership was decided; (2) a public meeting had been convened to decide this question. His Honour Judge Longson entered a non-suit.

In *McIlwraith* v. *Hamilton Golf Club Council* at Hamilton the pursuer claimed (1) a declaration that the defendants were not entitled to disqualify him from participating in the Shanks Cup competition; (2) an order that his name be restored to the list of qualified competitors; (3) an interim interdict against the exclusion of his name from that list. The pursuer's case was that (1) on the 27th May he was one of sixteen who qualified to play in the succeeding stages; (2) on the 30th May his name was nevertheless removed from the list, and the seventeenth highest scorer was included instead; (3) the explanation was that his subscription had been in arrear, although he had paid it on the 27th May; (4) he had had no notice under the relevant rule, viz., that members' rights and privileges could not be forfeited, unless notice was received from the treasurer after the 1st January. The defence was that (*a*) being in arrear with his subscription (at the time of the first round) the pursuer was not even entitled to enter his name; (*b*) having made a good score (viz., 67) the pursuer then anticipated winning a share in the sweepstake, and thereupon paid up his arrears—in order to qualify; (*c*) he was only entitled to privileges so long as he implemented his obligations. Sheriff Brown observed that there was no reasonable chance of the claim being upheld, and a continuance of the interim interdict was therefore refused. Compare "Golfers Negligence" in the "County Court Letter" in our issue of the 14th February, 1931 (75 SOL. J. 112).

Reviews.

The Ratepayer and his Assessment (outside London). By Ernest Ivens Watson, LL.D., Solicitor, Clerk of the Peace for the City of Norwich. Second Edition. 1933. Demy 8vo. pp. xii and (with Index) 193. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Limited. 8s. 6d. net.

Changes in the law affecting rating—and in particular the passing of the Rating and Valuation (Apportionment) Act, 1928, and the Local Government Act, 1929—changed the whole aspect of that department of law; and the first edition of this work, appearing just at that time, was in advance of the legal decisions upon the new position. Nevertheless, the first edition had a flattering reception; and the author in revising the volume for re-publication has been able to produce what we think will be acknowledged on all hands to be the most succinct yet most complete review of modern rating law that could possibly be compressed into a book of less than 200 pages. Reference to the earlier edition shows that many changes have had to be made and much new matter has been added. It is packed full of useful matter and there are no reprints of statutes and statutory orders that may be obtained for a few pence from the Stationery Office. All is solid "meat" and the only appendix is one setting out some very useful forms for use in rating appeals. The gist of all important decisions since the publication of the last edition has been given, and reference to the table of cases shows how careful yet complete a selection has been made. The learned dissertations to be found in larger text-books setting out the principles which have guided the courts in their decisions will still be necessary for advocates engaged in rating practice; but for the busy practitioner who wants to know speedily what the present position is in regard to any particular point, this is the indispensable volume to be kept at hand.

Criminal Procedure. By Gordon C. Touche, M.A. (Oxon.), M.P., of the Inner Temple and South Eastern Circuit, Barrister-at-Law, and Frederic E. Ruegg, M.A. (Cantab.), of the Middle Temple and Midland Circuit, Barrister-at-law. Second edition. 1933. Demy 8vo. pp. xvi and (with Index) 136. London: Stevens & Sons, Limited. 7s. 6d. net.

The issue of the second edition of this useful guide to criminal procedure proves in itself that the work has met with well-deserved success. It is, of course, written primarily for students, but we imagine that many practitioners whose business takes them into the criminal courts will find it extremely useful for the finding of points of practice at short notice.

The book is well arranged and the principles of criminal procedure are clearly set out, although, of course, in so small a volume it is not reasonable to expect any elaboration of them. The law and practice as to costs in criminal cases might perhaps have been amplified with advantage. They are, according to our experience, not infrequently causes of difficulty and embarrassment, especially in magistrates' courts. Incidentally the index is occasionally inaccurate—the item "costs" appearing on p. 52 instead of p. 51 as stated.

However, these are small matters and the book generally can be warmly recommended. Needless to say, the authors have brought the subject-matter up to date, including amongst other recent statutes, the far-reaching Children and Young Persons Act of 1933, which is not yet in force.

Municipal and Local Government Law (England). Third Edition. 1933. By Herbert Emerson Smith, LL.B. (Lond.), Solicitor of the Supreme Court, Town Clerk, Wimbledon. Demy 8vo. pp. xiv and (with Index) 280. London: Sir Isaac Pitman & Sons Limited. 10s. 6d. net.

The last edition of this work appeared in 1928, and the present edition has been thoroughly revised and deals with the more important Local Government Statutes up to December, 1932. The author lays himself out to give practical hints likely to be of service to those associated with the work of local authorities and to officials preparing for the examinations of the National Association of Local Government officers and similar bodies. To the general reader the outline of Local Government law which the book contains should be very acceptable. It can hardly be regarded as a legal textbook but to the layman and the student as yet unfamiliar with the intricacies of Local Government law, the reading of this volume should prove a very advantageous and helpful preliminary to further study. The author has had thirty years' experience of practical administration in municipal work, and his exposition of the subject leaves little to be desired from the inside point of view. We are very pleased to note that in his conclusions the author expresses the opinion that the cost of Local Government is far too high and that it would be advantageous to eliminate a large number of the smaller authorities and regroup their areas.

Books Received.

Handbook of Local Government Law (outside London). By C. J. F. Atkinson, M.B.E., LL.B. (Lond.), Solicitor, Registrar of County Courts at Keighley, Otley and Skipton; Clerk to Otley U.D.C. Fourth Edition. 1933. Crown 8vo. pp. vii and (with Index) 290. London: Sir Isaac Pitman and Sons, Ltd. 7s. 6d. net.

The Moscow Trial. By A. J. Cummings. 1933. Crown 8vo. pp. 287. London: Victor Gollancz, Ltd. 10s. 6d. net.

The Guide Book of the Registry of Friendly Societies and the Office of the Industrial Assurance Commissioner. Completely revised and brought down to 4th April, 1933. Crown 8vo. pp. 334 and Contents (x). London: H.M.S.O. 2s. net.

The Law Quarterly Review. Vol. XLIX. No. 195, July, 1933. London: Stevens & Sons, Ltd. 6s. net.

International Adjudications Ancient and Modern. History and Documents, together with Mediatorial Reports, Advisory Opinions, and the Decisions of Domestic Commissions, on International Claims. Edited by John Bassett Moore. Modern Series. Vol. V. Royal 8vo. pp. 502 (with Index). London: Humphrey Milford. 14s. 6d. net.

Slater's Mercantile Law. By R. W. Holland, O.B.E., M.A., M.Sc., LL.D., of the Middle Temple, Barrister-at-Law, and R. H. Code Holland, B.A. (Lond.), of the Middle Temple, Barrister-at-Law. Eighth edition. 1933. Demy 8vo. pp. 629 (with Index) and pp. xlii (with Preface, Contents, Table of Cases, Table of Statutes and Abbreviations used in References to Reports). London: Sir Isaac Pitman and Sons, Limited. 7s. 6d. net.

Law in Literature. A Reading delivered before the Honourable Society of the Middle Temple on 4th May, 1933. By Lord Finlay. Demy 8vo. pp. 20. London: Sir Isaac Pitman & Sons, Ltd. 1s. net.

Workmen's Compensation and Insurance Reports. Part I. 1933. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. Scotland: W. Green & Son, Ltd., Edinburgh. Annual Subscription £2 post free.

Executorship Law and Accounts. By Ranking, Spicer and Pegler. Eleventh Edition, edited by H. A. R. J. Wilson, F.C.A., F.S.A.A. 1933. Crown 4to. pp. 383 (with Appendix, Glossary of Terms, Translations and Definitions and Index). London: H. F. L. (Publishers), Ltd. 15s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Settlement—Cesser with Death of Life Tenant to Whom no Vesting Instrument has been given—Reversionary Trust for Sale—Personal Representative of Life Tenant absolutely entitled—Assent.

Q. 2774. By a settlement made in 1890 a leasehold house was assigned to trustees upon trust to pay the rent or permit the same to be received by A for her life without power of anticipation, and upon her death upon trust to sell the same, and after paying expenses to stand possessed of the residue in trust for A's children or remoter issue as she should appoint by will, and in default of appointment in trust for her children who attained twenty-one or previously married in equal shares. A made a will in 1913 and thereby exercised her power of appointment over the property in favour of her only daughter, B, absolutely, and appointed B sole executrix. A resided on the property and collected the rents of portions let off. A died in 1933 and B has proved the will. The original trustees of the settlement have died or disclaimed and there are no existing trustees. Can B, as executrix, vest the leasehold in herself by executing an assent?

A. A took the legal estate on 1st January, 1926 (L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)), and it is now in B (her general personal representative), the settlement ending with her death: *Re Bridgett and Hayes' Contract* (71 Sol. J. 910); her duty being to assent in respect of the trust for sale (after providing for the payment of death duties, etc.). Strictly speaking, we do not think that B should assent in her own favour without the approval of some person able to exercise the trust for sale, but from a practical point of view we suggest that she may safely do so. No person other than herself is beneficially interested, and whether the assent is rightly or wrongly made a purchaser from her would get a good title: A. of E.A., 1925, s. 36 (7).

Old Age Pension—Disqualification.

Q. 2775. A person entitled to and receiving an old age pension under the Old Age Pensions Act, 1908, entered a poor-law institution and died there after being an inmate for twelve months. The public assistance committee received the pension for two months when (so it is alleged) the patient became disqualified under s. 3 of the Act, having ceased to receive medical assistance. The public assistance committee now claim against the deceased's estate the cost of maintenance for twelve months, after allowing credit for the amount received in respect of the pension. The estate amounts to £200 (money in savings bank), and it is assumed that this would not affect the patient's right to the pension. Questions therefore arise as follows:—

(1) Is the estate liable to pay the claim?

(2) If so, cannot the administrators claim from the Ministry of Health to be paid the pension for the period of ten months as, in effect, the estate will bear the cost of maintenance for which the pension was granted?

(3) If medical assistance was received from time to time during the twelve months, would not the pension be payable during such periods and can same be now claimed?

(4) If the pension was a contributory one is the position the same?

A. Under the Widows', Orphans' and Old Age Contributory Pensions Act, 1929, 1st Sched., para. 1 (*a*), a disqualification for receipt of a pension arises where a person is an inmate of any workhouse or other poor-law institution. Paragraph 2 provides, however, that a person who has become an inmate for the purpose of obtaining medical or surgical treatment shall not be treated as being such an inmate so long as he continues to require such treatment. Under the Local Government Act, 1929, s. 16 (1), it shall be the duty of every . . . local authority to recover from any person who has been maintained by them in any institution . . . the whole of the expenses incurred by the council or authority in the maintenance of that person. On the specific points raised:—

(1) The estate is liable to pay the claim.

(2) The administrator cannot claim the pension for the period of ten months, as the statutory disqualification was in operation for that time.

(3) This is a question of fact, but the pension would be payable if medical assistance was received from time to time.

(4) The position is the same if the pension was contributory.

Rent Restrictions Acts—New sub-letting of part of House.

Q. 2776. In February last A purchased a dwelling-house of which B has been the tenant for about seventeen years and to which the Rent Restrictions Acts apply. B's daughter C married three years ago, and thereupon B sub-let two rooms to C and her husband D. It is not known whether the two rooms were let to C and D furnished or unfurnished.

(1) Do the two rooms so sub-let form a separate dwelling-house under the Acts? If so, A now proposes to increase B's rent up to the permitted maximum, and for that purpose intends to apply to B under s. 7 of the 1923 Act for particulars of C and D's occupancy.

(2) Under that section, is A entitled to demand information, (*a*) whether C or D is the sub-tenant or whether both are sub-tenants, and (*b*) whether the rooms are let to them furnished or unfurnished?

(3) If the information which B is liable to supply is refused, is the issue of a summons in the police court the correct procedure to obtain a conviction for the refusal?

A. (1) They form a separate dwelling-house, but whether one to which the Acts apply depends on whether they are let furnished or unfurnished, and, if unfurnished, whether let at a rent equal or more than what would be two-thirds of the rateable value if the latter were apportioned. If let furnished these rooms are taken out of the Act and possession of them may be recovered by A, an apportionment being made of B's rent (*Barrell* v. *Forder* [1932] A.C. 676). This would not be the case if B could show that C and D were mere lodgers, i.e., furnished with certain accommodation but not necessarily the same rooms. There must be a sub-letting of definite rooms. If let unfurnished they constitute a separate dwelling house to which the Acts apply, unless and until the decision in *Charvonia* v. *Esterman* [1931] 2 K.B. 541, is overruled.

(2) and (3) Yes, A is entitled to full information, and if this is not given he can apply for a summons as suggested. Particulars of the occupancy obviously include particulars as to what is included in the sub-letting. It would be wise, however, to ask the definite question. It is assumed for the purpose of this answer that B is a statutory tenant and that there is no express agreement that he shall not sub-let.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

"Cuts" in the Judges' Salaries.

Sir,—I think Mr. Baldwin was a little unfair in the reply he gave to the question raised in the House of Commons yesterday with regard to the "cuts" in the judges' salaries. I imagine that the protest made on their behalf was not so much to the loss of actual money which they are suffering as to the indication that they are being treated as a department of the Civil Service, and as such subject to the same conditions of service and government control as the other members of that body. From time immemorial the independence of the Judiciary from the Executive Government of the day has been a cardinal principle of our constitution, and we cannot afford in these difficult times to tamper with any safeguards to the liberty of the subject.

The protest made by Lord Hugh Cecil and others to the abolition of grand juries is another indication of the fears felt by many that questions of great public importance are involved in these matters which have as yet not received sufficient attention.

It is to be hoped, therefore, that time will be found in this session of Parliament for the debate which Mr. Baldwin offered when the whole position of the Bench can be discussed and clarified.

Bedford-row, W.C.1. HERBERT S. SYRETT.
13th July.

The New Rules

Sir,—Order XIV, r. 1, prior to the new rules, gave power to the court to make an order for judgment unless the defendant "by affidavit, by his own *viva voce* evidence, or otherwise" satisfied the court as to his defence. The new rule omits these words, and does not attempt to define the procedure by which the defendant is to satisfy the court, as to his defence, nor does the explanatory memorandum or any other published comment we have seen make any reference to the effect of the omission of the phrase we have quoted. It would appear as if a defendant need no longer swear an affidavit to enable him to obtain leave to defend, e.g., he could produce a properly signed pleading on an application for judgment. Is this in fact the intention?

Gray's Inn, W.C.1. RUBINSTEIN, NASH & CO.
12th July.

[The new Ord. XIV, r. 1, provides that the defendant shall (as heretofore) "satisfy the judge." The reason for omitting the mode of procedure is to give to the court greater elasticity as to the evidence to be required in, say, "running down" cases. The words now omitted were always acknowledged to be vague. It is obvious that the Masters will continue to require sworn evidence from the defendant who desires leave to defend. It will remain within the discretion of the court as to what is sufficient evidence to "satisfy the judge." A pleading will not suffice. It is not evidence, but merely a statement of fact.—*Ed.*, SOL. J.]

Solicitors Act 1933. Draft Rules.

Sir,—Is it desirable that solicitors should be under a statutory obligation to produce an accountant's certificate, as suggested by your correspondent, Mr. G. W. Fisher? It is quite a different thing for a firm of solicitors to engage an accountant to audit the firm's accounts and to report. The public is being protected to a marked degree if it is to be laid down how accounts are to be kept of clients' money and The Law Society empowered to send "peripatetic inspectors" to see that the rules are carried out, even if the inspections are not frequent.

Let the profession keep its own house in order.

Buxton. E. M. BROOKE TAYLOR.
19th July.

Obituary.

SIR F. LEMIEUX.

Sir François Xavier Lemieux, Chief Justice of the Superior Court of Quebec, died at Quebec on Tuesday, 18th July, at the age of eighty-two. He was educated at Levis College, Quebec Seminary and Laval University, and in 1872 he was called to the Bar of Quebec. He took silk in 1892, and was elected Bâtonnier-General in 1897. Appointed Judge of the Superior Court at Arthabaskaville in 1897, he was transferred to Sherbrooke in 1898, and to Quebec in 1906. He was made Acting Chief Justice of the Superior Court of Quebec in 1911, and he received the full rank of Chief Justice in 1915. He was knighted in 1914.

MR. M. R. EMANUEL.

Mr. Montague Rousseau Emanuel, M.A., B.C.L., barrister-at-law, of Mitre Court Buildings, died at his home at Notting Hill Gate on Wednesday, 12th July. He was educated at Harrow and Balliol College, Oxford, and was called to the Bar by the Inner Temple in 1897. Mr. Emanuel, who was the author of several well-known legal text-books, continued to practise until prevented by illness last year.

MR. A. N. BOWMAN.

Mr. Anthony Nichol Bowman, solicitor, a partner in the firm of Messrs. Mounsey, Bowman & Morton, of Carlisle, died at Weymouth on Tuesday, 11th July. Mr. Bowman, who was admitted a solicitor in 1881, held the position of Registrar of the Diocese of Carlisle for thirty-eight years.

MR. T. J. DYSON.

Mr. T. J. Dyson, retired solicitor, of Huddersfield, died recently at Sidmouth. Mr. Dyson, who was admitted a solicitor in 1886, was formerly a member of the firm of Messrs. Laycock, Dyson & Laycock.

MR. J. WRIGHT.

Mr. John Wright, solicitor, of Dudley, died recently at the age of sixty-seven. Mr. Wright, who was admitted a solicitor in 1891, was a member of the firm of Messrs. Jesse Wright & Co., of Dudley.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

At the age of eighty-one, Mr. Justice Wyndham was still in harness, even taking his turn as a judge of assize, and so it was that he died on circuit at Norwich, on the 27th July, 1684. He was buried at Silton, in Dorset. His career had run through troubled times. Born in 1603, he was called to the Bar at Lincoln's Inn, in 1629. He took the coif in 1654 and, although out of sympathy with the Commonwealth régime, acted as judge under the two Cromwells. This was a little unfortunate for him, because though on the Restoration he was confirmed in the degree of serjeant, he was left in the background, while his younger brother Wadham Wyndham, who had not been in any way associated with the Protector's government, was called upon to act for the prosecution in the trial of the regicides, being subsequently appointed a Justice of the King's Bench. The elder brother had to wait ten years before he got a judgeship in the Court of Exchequer and was knighted. In 1673, he was transferred to the Common Pleas. He was one of the presiding judges in the "Popish Plot" trials, but here, as in most of his rather mediocre career, he played an undistinguished part.

THE BIBLE ON THE BENCH.

At Whitechapel County Court, His Honour Judge Cluer recently had occasion to tell a Jew: "You have plundered one of your own people. Mr. Shanovitch is not an Egyptian."

He then took up his Bible and read aloud a verse from the Book of Proverbs. East of Aldgate and wherever Jewry congregate, the Old Testament is still a weighty weapon in a judge's hand, as Mr. Cairns discovered. Once, at the North London Police Court, five or six Jews were involved in an assault case before him. He lined them up and read them the 133rd Psalm: "Behold how good and how pleasant it is for brethren to dwell together in unity." He then advised them to ponder the words and adjourned the summons *sine die*. It was never restored. Encouraged by this result, he repeated the experiment at Thames Police Court, but, unfortunately, with rather less success in the case of a venerable patriarch who was complaining of a minor assault. The words of David were repeated to the old gentleman who gravely nodded his assent to the Psalmist's lofty sentiments. Finally, Mr. Cairns asked him through the Court interpreter what he thought of it. The answer was: "Ah! It is beautiful, very, very beautiful, but the Law says an eye for an eye and a tooth for a tooth."

FOOD AND DRINK.

The World Conference Sub-Commission dealing with the co-ordination of production and marketing recently debated the problem of whether wine is an intoxicant. The representative of Portugal contending that it is not, declared that it is a food. It may, of course, according to the circumstances, be both, as witness an experiment of Sir Theobald Butler, once famous at the Irish Bar for his brilliant if erratic advocacy and the hard-drinking which sometimes marred it. Once, before an important case in which he was briefed to lead, an apprehensive instructing solicitor expressly stipulated that he should not drink any wine or spirits until it was over. Butler gave a solemn undertaking and, in fact, when the case came on carried everything before him and argued brilliantly. Afterwards, his delighted client congratulated him and pointed the moral: "Now, Sir Theobald, see the effects of refraining from drinking. If you had taken your usual dose of claret, you could not have been so clear as you were to-day." To which the barrister replied, "Now we have won, I may as well confess that feeling the necessity of some refresher, I got two hot loaves which I steeped in two bottles of claret and I ate them." The same idea of nourishment occupied the mind of a certain popular judge (he may not be named) to whom a learned brother said as they left the Divisional Court: "Now let's go and have some sustenance," and who replied sadly, "The doctor has ordered me off all sustenance for a month."

Notes of Cases.

High Court—Chancery Division.

Premier Confectionery (London) Co. Ltd. *v.* London Commercial Sale Rooms Ltd.

Bennett, J. 24th, 25th and 26th May, and 20th June, 1933.

LANDLORD AND TENANT—COVENANT AGAINST ASSIGNMENT—WITHHOLDING OF CONSENT—NOT UNREASONABLE—SEPARATE PREMISES—SEPARATE OCCUPATIONS—EFFECT ON PROPERTY.

The plaintiffs were assignees of the benefit of two agreements under one of which a tobacconist's shop in a block of business premises was let for a term of fourteen years from the 29th September, 1927, and under the other of which, another room (called "the kiosk") in the same block was let for a term of fourteen years from the 25th December, 1928. Each of these agreements contained a covenant by the tenant to use the said premises as a tobacconist's shop only and also not to assign, underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the defendants. The plaintiffs, having gone into voluntary liquidation in 1932, agreed, through their liquidator, to assign the premises contained in the first agreement, and applied to the defendants for a licence. The proposed assignee's references were satisfactory, but the licence was refused on the ground that the occupation of the premises in question by separate tenants would be detrimental to the defendants' property. A declaration was sought that such refusal was unreasonable.

BENNETT, J., in giving judgment, said that a landlord might refuse to consent to an assignment because he objected to the use intended by the proposed assignee though neither the terms of the tenancy nor any rule of law forbade it (*Bates* v. *Donaldson* [1896] 2 Q.B. 241; *Houlder Bros. & Co.* v. *Gibbs* [1925] Ch. 575; 69 SOL. J. 541). The defendants must succeed because the proposed assignment would result in the premises being separately occupied and this was a matter which they were entitled to take into consideration because they believed that it might injuriously affect their property, and such opinion was not wholly unreasonable.

COUNSEL: *Morton*, K.C., and *J. Strangman*; *Roxburgh*, K.C., and *C. J. Radcliffe*.

SOLICITORS: *Zeffertt & Heard*; *Coward, Chance & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Performing Right Society Ltd. *v.* Hawthorn's Hotel (Bournemouth) Ltd.

Bennett, J. 23rd and 27th June, 1933.

COPYRIGHT—MUSICAL COMPOSITIONS—ORCHESTRA—HOTEL LOUNGE—PUBLIC PERFORMANCE—INFRINGEMENT—COPYRIGHT ACT, 1911 (1 & 2 Geo. V, c. 46), s. 1 (2).

The plaintiffs claimed an injunction to restrain the defendants from infringing their copyright by performing certain musical works which had been played by an orchestral trio in the lounge of the defendant's hotel, on the 20th November, 1932. The hotel had accommodation for 175 guests, and this trio had played there regularly on Sunday evenings for four years. The defendants contended that many persons made it their permanent home, that it was rather a high-class residential establishment than an hotel, and that the performance was domestic or quasi-domestic.

BENNETT, J., in giving judgment, said that the question was whether the plaintiffs' rights under the Copyright Act, 1911, s. 2 (1), had been infringed. On the evening of the performance in question, an emissary of the plaintiffs was present. The evidence showed that any member of the public could dine at the hotel, provided he gave the defendants' notice of his desire, appeared to be respectable, and had money to pay for his dinner. Afterwards he could go into the lounge and listen to the music. This was a public performance and the plaintiffs were entitled to an injunction.

COUNSEL: *Henn Collins*, K.C., and *K. Shelley*; *Spens*, K.C., and *R. Vaughan*.

SOLICITORS: *Syrett & Sons*; *Smith, Fawdon & Low*, Agents for *Edward H. Bone*, of Bournemouth.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Newton *v.* Hardy and Another.

Swift, J. 26th June, 1933.

ENTICEMENT—ALLEGED ENTICING OF ANOTHER WOMAN'S HUSBAND—ACTION LIES—POSITION OF ALLEGED ENTICER'S HUSBAND—NO EVIDENCE OF ENTICEMENT.

In this action Mrs. Florence Austin Newton claimed from Mrs. Florence Hardy and her husband, Harold John Hardy, damages for the alleged enticing away by Mrs. Hardy of the plaintiff's husband, Cyril Ramon Newton, a musician. Mrs. Newton alleged that the enticement took place during August, September and October, 1932, at Scarborough, Newcastle, and in London, and that Mrs. Hardy used her sex attractions and charms when in Mr. Newton's presence for the purpose of enticing him away. Mrs. Newton claimed damages from

Mrs. Hardy, and also from Mr. Hardy as being legally responsible for his wife's torts. The defence was a complete denial of all the allegations against Mrs. Hardy. Mrs. Hardy also alleged that the statement of claim disclosed no cause of action.

SWIFT, J., said that the first question which arose was whether the action lay. Could a married woman sue some other woman who she alleged had enticed her husband away? The point was a very interesting and a very difficult one. So far as he knew it had only once before arisen for practical discussion in the English courts. That was in *Gray* v. *Gee*, 39 T.L.R. 429, where Darling, J., held that such an action would lie. The question had arisen in *Lynch* v. *Knight*, 9 H.L.Cas. 577, and different expressions about the point had been made by Lord Campbell and Lord Wensleydale, but what Darling, J., had to consider in *Gray* v. *Gee* was practically unlimited in authority. The point was discussed in *Butterworth* v. *Butterworth and Englefield* [1920] P. 126, where McCardie, J., expressed the view that the action would not lie. It was also discussed in the High Court of Australia in *Wright* v. *Cedzich*, 43 Aust. Comm. L.R. 493, where it was held that the action would not lie. After hearing the argument he was convinced that the true view was that, if a wife could prove that her husband had been enticed, procured or persuaded to leave the consortium which was common between her and him, she was entitled to recover damages against the enticer. Had he not formed that view for himself he would have held that to be the law because of the *dicta* of the Lords Justices in *Place* v. *Searle* [1932] 2 K.B. 497, which he would have felt bound to follow. The right to consortium was a mutual right of husband and wife, and if anyone violated it either husband or wife could sue for damages for that wrong. If, therefore, Mrs. Newton could prove her case she was entitled to succeed. The allegation against Mrs. Hardy must be that she induced Mr. Newton, not merely to live with her, nor to commit adultery with her, nor to go and stay with her, but to give up cohabitation with his wife and to abandon the consortium to which she was entitled. There was no evidence that Mrs. Hardy induced Mr. Newton into that situation any more than that he induced her into it, and he could not hold that Mrs. Newton's case had been made out. There would be judgment for both defendants, with costs. A stay of execution was granted.

COUNSEL: *Doughty*, K.C., and *F. W. Beney*, for the plaintiff; *H. I. P. Hallett*, for the defendants.

SOLICITORS: *Horner & Horner*; *King, Wigg & Brightman*, for *F. J. Lambert*, Gateshead.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of H. T. Barlow, deceased.

Lord Merrivale, P. 19th June, 1933.

PROBATE—IRISH TESTATOR—WILL APPOINTING BANK OF IRELAND EXECUTOR AND TRUSTEE—ENGLISH PERSONALTY—BANK NOT COMPETENT TO ACT AS CUSTODIAN TRUSTEE WITHIN THE UNITED KINGDOM—PUBLIC TRUSTEE RULES, 1926.

This was an application in connection with the will of Henry Theodore Barlow, of Killiney, County Dublin, who died on 30th December, 1932. Under the will, dated 12th May, 1931, the Governor and Company of the Bank of Ireland were appointed executors and trustees. Part of the estate consisted of English stock. Probate was granted in the Irish Free State Registry on 7th February, 1933. Before applying for English probate the Bank of Ireland sought a declaration that the Bank of Ireland was a corporation empowered under the law of the United Kingdom to undertake trust business. Counsel, in moving the Court, said that the Bank of Ireland was incorporated in 1783 by Royal Charter pursuant to Acts of the then said Parliament, and the Corporation was recognised under the Union of England and Ireland. A series of British Acts had been passed affecting the rights and constitution of the Bank of Ireland and, although none of them authorised it to act as executor or trustee, that power was given to the bank by the Irish Free State Private Act, No. 4 of 1929. The bank had a registered office and branches in Northern Ireland, although its headquarters were in Dublin. As Northern Ireland was a part of the United Kingdom it was submitted that the bank came within the definition of a corporation under the law of the United Kingdom contained in the Public Trustee (Custodian Trustee) Rules, 1926 (S.R. and O., 1926, No. 1423—L.3). Rule 30 (1) of the Public Trustee Rules was now as follows: "Any corporation constituted under the law of the United Kingdom or of any part thereof, and having a place of business there and empowered by its constitution to undertake trust business . . . shall be entitled to act as a custodian trustee." Counsel for the Official Solicitor per contra submitted that the Bank of Ireland did not come within the above definition, inasmuch as the power to act as executor or trustee was not given under the law of the United Kingdom but under the law of a dominion.

Lord MERRIVALE, P., in giving judgment dismissing the motion, said that the whole question was whether the Bank of Ireland was within the classification of corporations contained in the Public Trustee Rule of 1926, which had been cited. The existence of the words "or any part thereof" in the rule bore witness to certain changes in the constitution of the United Kingdom. There was now a legislature for Great Britain as well as one for Northern Ireland, which was part of the United Kingdom. If some statute before the establishment of the Irish Free State had empowered the Bank of Ireland to undertake trustee duties the bank might have come within the definition. But the only such power it had was from the Legislature of the Irish Free State giving it power in that state, but not within the United Kingdom.

COUNSEL: *W. O. Willis*, K.C., and *Harold Murphy*, for the Bank of Ireland; *Theodore Turner*, for the Official Solicitor.

SOLICITORS: *Freshfields, Leese & Munns*; *The Official Solicitor*.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume—Part II.

Societies.

The Law Society.

COUNCIL ELECTION, 1933.

The following candidates have been duly elected to fill the twelve vacancies on the Council: Ernest Edward Bird, Thomas Hume Bischoff, M.A., Frederick Henry Ewart Branson, B.A., LL.B., William Arthur Coleman, Owen Johnston Humbert, Arthur Croke Morgan, M.A., Sir Charles Henry Morton, William Rutley Mowll, Sir Harry Goring Pritchard, Herbert Harger Scott, LL.B., Harold Nevil Smart, C.M.G., O.B.E., Francis Edward James Smith, M.A.

CORRECTION.

In our report of the annual meeting of The Law Society on the 7th July the name of Mr. Saw (though retiring) was omitted from the names of the members of the Council present. Under bye-law 40 all of the ten members "retiring by rotation" remain in office not only until the annual general meeting shall break up or adjourn, but until others shall be elected

in their place; which in the present instance was on the declaration of the poll on Thursday, 20th July, under bye-law 46 (iv).

If, however, a member "resigns" his membership his office becomes vacant on the acceptance of such resignation by the Council under bye-law 41.

The Hardwicke Society.

The annual general meeting of the society was held in the Middle Temple Common Room, on Friday, 7th July, 1933. The president, S. Vyvyan Adams, Esq., M.P., took the chair at 8 p.m.

The reports of the hon. secretary and hon. librarian having been read and adopted and the balance sheet of the society having been passed, the House proceeded to the election of officers for the ensuing year. There were elected: President: Mr. A. L. Ungoed Thomas (unopposed); vice-president: Mr. A. Newman Hall (unopposed); treasurer: Mr. D. Adair Stride (unopposed); secretary: Mr. T. H. Mayers.

The following members were elected to serve on the committee: Mr. A. Baden Fuller, Mr. F. J. Parker, Mr. T. K. Wigan, Miss E. M. Willis, Mr. J. Boyd Carpenter and Prince Leonid Lieven.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at 60 Carey-street, on the 12th inst., Mr. E. R. Cook, C.B.E., in the chair. The other directors present were: Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir A. Copson Peake, LL.D., Sir Reginald W. Poole, and Messrs. F. E. F. Barham, A. C. Borlase (Brighton), P. D. Botterell, C.B.E., A. J. Cash (Derby), T. G. Cowan, Norman T. Crombie (York), Alan G. Gibson, R. B. Johns (Plymouth), Charles W. Lee, C. G. May, Henry W. Michelmore (Exeter), R. C. Nesbitt, E. C. Ouvry, H. F. Plant, P. J. Skelton (Manchester) and Arthur B. Urmston (Maidstone).

One thousand five hundred and thirteen pounds was distributed in grants of relief, thirteen new members were admitted, and other general business transacted.

The Society of Public Teachers of Law.

The twenty-fifth annual meeting of the Society was held, on the invitation of the University of Leeds, at Devonshire Hall, a hostel of the University, on Friday and Saturday, 7th and 8th July. Members were entertained in the hostel or privately for the night of Friday the 7th. At the first session a paper was read by Mr. G. L. Haggen (University of Leeds) on "The Training of the Practical Man."

Mr. HAGGEN felt the difficulty of reducing to practical proportions the syllabus on the training of the law student intended for the practice of the law. While he thought that the content of the syllabuses in constitutional law and international law might well be reduced to a minimum, he felt greater difficulty with Roman Law, the value of certain branches of which as comparative subjects was undoubted. But it was difficult to select special subjects without giving the student a general introduction—an objection which several speakers emphasised in the ensuing discussion. Mr. Haggen emphasised the great value of introducing the student to the construction of documents and the study of the law of evidence, matters which were taught in the United States of America, though not to any extent in this country. The practical man had little interest in jurisprudence.

Dr. MCNAIR (University of Cambridge) defended the claims of constitutional law and international law to inclusion in the curriculum required for the training of the practical man, as being subjects which vitally affect all men in their civic capacity. It was to the lawyer that the man in the street habitually turned for guidance in matters of national and international politics. He emphasised the profound change coming over international law in recent years by the adoption of the ordinary legal method of reasoning from decided cases.

Professor GOODHART (University of Oxford) and Professor CHORLEY (University of London) laid stress upon the importance of the construction of documents in the training of every lawyer, and the latter speaker indicated the importance of this branch of legal studies being explained by scientific lawyers, if the doubts which at present surround the interpretation of commercial documents are ever to be solved in a manner satisfactory to the world of commerce.

Amongst other members who spoke were Mr. R. P. Verschoyle, Mr. R. Powell and Mr. J. Stone.

At the second session Professor EDWARD JENKS read a paper on "The Institution of Property." He emphasised the part played by lawyers in the building up of the institution of property, and pointed out some of the anomalies in its working. He discussed the historical and psychological origin of its rules, and the various reasons alleged for them. He regarded it as important that the economic effects of different kinds of property should be carefully investigated, and suggested that a good test of the validity of proprietary claims was the importance of the social functions which they performed.

A discussion ensued, in which a variety of opinions were expressed as to the economic and psychological aspects of proprietary rights. The following spoke: Professor F. de Zulueta, Mr. R. Moelwyn-Hughes, Dr. Chapman, Mr. J. L. Parker, Mr. R. P. Verschoyle, Mr. R. Powell, Dr. F. M. Goadby, Mr. B. A. Wortley, and Professor R. S. T. Chorley.

Mr. WADE (University of Cambridge and The Law Society's School), in proposing a vote of thanks to Professor Jenks for his paper, disagreed with the views of some speakers as to the future of property interests, in this country at all events, and suggested that, along with the law of property, law teachers should include some account of building societies, savings associations and insurance companies, the repositories of the wealth held by the small property owner, who was the mainstay of security and order.

On the evening of the 7th, members were entertained at dinner in Devonshire Hall by the University of Leeds. The Vice-Chancellor presided, and the guests included, in addition to the members of the Society, His Honour Judge Woodcock, K.C., Alderman Charles Lupton, Colonel Kitson Clark, and Mr. H. R. Burrill. After the loyal toast, Professor J. D. I. Hughes proposed "The Bench," answered by His Honour Judge Dowdall, K.C. "The Society of Public Teachers of Law" was proposed by Alderman Charles Lupton, and answered by Professor F. de Zulueta. "The University of Leeds" was proposed by Dr. A. D. McNair, and answered by the Vice-Chancellor of the University.

On Saturday, the 8th, the business meeting was held, and the following were elected as officers for 1933-34: As President, Dr. Arnold D. McNair, C.B.E. (University of Cambridge); as Vice-President, Professor R. A. Eastwood (University of Manchester); as Hon. Treasurer, Mr. P. A. Landon (University of Oxford and The Law Society's School) (re-elected); as Hon. Secretary, Mr. E. C. S. Wade (University of Cambridge and The Law Society's School) (re-elected).

In moving the adoption of the annual report of the General Committee, Dr. GUTTERIDGE, K.C. (University of Cambridge) said that the Society had received recognition of its status in the invitation to give evidence before Lord Atkin's Committee on Legal Education, which was appointed last year.

The outgoing President, Professor F. DE ZULUETA (University of Oxford), took as the subject for his presidential address "The Recruitment of Public Teachers of Law: English and Foreign Methods Compared." After an interesting account of the training and recruitment of law teachers on the Continent, Professor de Zulueta turned to the more haphazard methods of selection followed in this country. He conjectured that for various reasons the majority of the best men entering the universities were attracted to the study of subjects other than law for their first degrees, though many turned later to the study of law either as practitioners or teachers. This factor made difficult the training of the law teacher, who required to serve an apprenticeship in research—often an ideal not achieved before his first appointment on account of the fact that his earlier university training had not been devoted to law. Other problems which rendered the satisfactory recruitment of law teachers in this country a matter of difficulty were the uncertainty of promotion and the presence in some cases of a preponderating lay element on electoral boards at the universities. As to qualifications, Professor de Zulueta considered that practical experience probably counted for more in this country than on the Continent.

Mr. HAMSON (University of Cambridge) said that the law faculties must provide better courses of study if they were to attract to themselves a better class of candidate for a first degree in law.

Mr. HOLLAND (University of Cambridge) dwelt on the practical difficulties of a young graduate equipping himself as a law teacher, and suggested that the Society might profitably investigate the various sources of financial assistance available in the form of post-graduate emoluments.

Professor JOLOWICZ (University of London) pointed out that the age of entry to the career of a law teacher was younger in England, where a promising graduate expected a first appointment at twenty-one or twenty-two, as compared with the Continent. In Germany the law teacher received his first appointment at twenty-seven or later. One result of this, particularly in France, was that the law teacher came exclusively from the *rentier* class.

Dr. GUTTERIDGE felt that the question of promotion was becoming acute with the large increase in the number of junior

posts in recent years. There was, as other speakers also pointed out, a need for the creation of posts intermediate between professorships and lectureships if the avenue of promotion was not to be blocked.

Mr. STONE (Harvard Law School) gave an interesting account of his experience last year with a class of law teachers, many over thirty years of age, who had entered or returned to the Harvard Law School for the purpose of further study in research.

Parliamentary News.

Progress of Bills.

House of Lords.

Administration of Justice (Miscellaneous Provisions) Bill.
Commons Amendment agreed to. [19th July.

Administration of Justice (Scotland) Bill.
Read First Time. [19th July.

Agricultural Marketing Bill.
Royal Assent. [18th July.

Blind Voters' Bill.
Royal Assent. [18th July.

Bridlington Corporation Bill.
Reported, with Amendments. [13th July.

British Nationality and Status of Aliens Bill.
Amendments reported. [18th July.

Calvinistic Methodist or Presbyterian Church of Wales Bill.
Royal Assent. [18th July.

Cancer Hospital (Free) Bill.
Royal Assent. [18th July.

Colne Corporation Bill.
Royal Assent. [18th July.

Commercial Gas Bill.
Royal Assent. [18th July.

Cotton Industry Bill.
Royal Assent. [18th July.

Dearne District Traction Bill.
Royal Assent. [18th July.

Dewsbury Corporation Bill.
Reported, with Amendments. [13th July.

Dundee Harbour and Tay Ferries Order Confirmation Bill.
Read Second Time. [12th July.

Education (Necessity of Schools) Bill.
Royal Assent. [18th July.

Electricity (Supply) Bill.
In Committee. [18th July.

Essex County Council Bill.
Royal Assent. [18th July.

Firearms and Imitation Firearms (Criminal Use) Bill.
Read Second Time. [18th July.

Frimley and Farnborough District Water Bill.
Royal Assent. [18th July.

Gas Light and Coke Company Bill.
Read Third Time. [17th July.

Kingston-upon-Hull Corporation Bill.
Reported, with Amendments. [18th July.

Leeds Corporation Tramways Provisional Order Confirmation Bill.
Royal Assent. [18th July.

Local Government Bill.
In Committee. [18th July.

London and North Eastern Railway Order Confirmation Bill.
Read Third Time. [18th July.

London County Council (Money) Bill.
Royal Assent. [18th July.

London Midland & Scottish Railway Bill.
Royal Assent. [18th July.

London Overground Wires, etc., Bill.
Royal Assent. [18th July.

Mablethorpe and Sutton Urban District Council Bill.
Read Third Time. [19th July.

Manchester Royal Infirmary Bill.
Reported, with Amendments. [13th July.

Manchester Ship Canal Bill.
Reported, without Amendment. [18th July.

Marriages Provisional Orders Bill.
Read Third Time. [19th July.

Mersey Tunnel Bill.
Royal Assent. [18th July.

Metropolitan Police Bill.
Royal Assent. [18th July.

Ministry of Health Provisional Order Confirmation (Warwick) Bill.
Read Third Time. [13th July.

Ministry of Health Provisional Order Confirmation (Wellington, Salop) Bill.
In Committee. [17th July.

Ministry of Health Provisional Order Confirmation (Worthing) Bill.
In Committee. [17th July.

Ministry of Health Provisional Orders Confirmation (Bath and Bury and District Joint Water Board) Bill.
Royal Assent. [18th July.

Municipal Corporations (Audit) Bill.
Royal Assent. [18th July.

Nottinghamshire and Derbyshire Traction Company (Trolley Vehicles) Provisional Order Bill.
Royal Assent. [18th July.

Pier and Harbour Provisional Orders (Elgin and Lossiemouth and Southwold) Bill.
Read Second Time. [19th July.

Plympton St. Mary Rural District Council Bill.
Reported, with Amendments. [18th July.

Private Legislation Procedure (Scotland) Bill.
Reported, without Amendment. [18th July.

Provisional Orders (Marriages) Bill.
Royal Assent. [18th July.

Railway and Canal Commission Abolition Bill.
Read Second Time. [19th July.

Rent and Mortgage Interest Restrictions (Amendment) Bill.
Royal Assent. [18th July.

Rugby Corporation Bill.
Royal Assent. [18th July.

St. Helens Corporation Bill.
Reported, with Amendments. [13th July.

Sea-Fishing Industry Bill.
Read Second Time. [19th July.

Service of Process (Justices) Bill.
Read First Time. [19th July.

Sheffield Extension Bill.
Read Third Time. [17th July.

Slaughter of Animals Bill.
Read Third Time. [19th July.

Sidmouth Urban District Council Bill.
Royal Assent. [18th July.

Southern Railway Bill.
Royal Assent. [18th July.

Torquay and Paignton Tramways (Abandonment) Bill.
Royal Assent. [18th July.

University Degrees Bill.
Read Second Time. [13th July.

Worksop Corporation Bill.
Royal Assent. [18th July.

House of Commons.

Aberdeen Harbour (Rates) Order Confirmation Bill.
Read Third Time. [19th July.

Administration of Justice (Miscellaneous Provisions) Bill.
Read Third Time. [18th July.

Administration of Justice (Scotland) Bill).
Read Third Time. [18th July.

Church of Scotland (Property and Endowments) Amendment Bill.
Read Third Time. [18th July.

Grampian Electricity Supply Order Confirmation Bill.
Read First Time. [18th July.

Grosvenor Estate Bill.
Reported, without Amendment. [19th July.

Isle of Man (Customs) Bill.
Read Third Time. [19th July.

Knutsford Light and Water Bill.
Reported, with Amendments. [19th July.

Leith Harbour and Docks Order Confirmation Bill.
Read Third Time. [19th July.

London and North Eastern Railway Order Confirmation Bill.
Read Second Time. [19th July.

London Midland and Scottish Railway Order Confirmation Bill.
Read Second Time. [18th July.

Maldens and Coombe Urban District Council Bill.
Reported, with Amendments. [19th July.

Ministry of Health Provisional Order Confirmation (Warwick) Bill.
Read First Time. [13th July.

Ministry of Health Provisional Orders Confirmation (Ely, Holland and Norfolk) Bill.
Reported, without Amendment. [19th July.

Ministry of Health Provisional Order Confirmation (South Somerset Joint Hospital District) Bill.
Reported, without Amendment. [19th July.

Ministry of Health Provisional Order Confirmation (Wath, Swinton and District Joint Hospital District) Bill.
Reported, with Amendments. [19th July.

Ministry of Health Provisional Order Confirmation (Wrexham and East Denbighshire Water) Bill.
Reported, without Amendment. [19th July.

Ministry of Health Provisional Order Confirmation (Luton Water) Bill.
Reported, without Amendment. [19th July.

Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board) Bill.
Reported, without Amendment. [19th July.

Ministry of Health Provisional Order Confirmation (Chepping Wycombe) Bill.
Reported, without Amendment. [19th July.

Protection of Birds Bill.
Reported, with Amendment. [18th July.

Salford Corporation Bill.
Reported, with Amendments. [17th July.

Samaritan Free Hospital for Women Bill.
Reported, without Amendment. [19th July.

Sea-Fishing Industry Bill.
Read Third Time. [13th July.

Service of Process (Justices) Bill.
Read Third Time. [18th July.

South Metropolitan Gas Bill.
Reported, with Amendment. [19th July.

Summary Jurisdiction (Appeals) Bill.
Lords Amendments considered. [18th July.

Superannuation (Ecclesiastical Commissioners and Queen Anne's Bounty) Bill.
Read First Time. [18th July.

Trout (Scotland) Bill.
Lords Amendment agreed to. [18th July.

Wigan Corporation Bill.
Read Third Time. [19th July.

Rules and Orders.

THE SUPREME COURT (NON-CONTENTIOUS PROBATE) FEES ORDER, 1933, DATED JUNE 27, 1933.

The Lord Chancellor, the Judges of the Supreme Court, and the Treasury, in pursuance of the powers and authorities vested in them respectively, by section 213 of the Supreme Court of Judicature (Consolidation) Act, 1925,* and sections 2 and 3 of the Public Offices Fees Act, 1879,† do hereby according as the provisions of the above-mentioned enactments respectively authorise and require them, make, advise, consent to and concur in the following Order :—

1. A fee referred to by number in this Order means the Fee so numbered in Schedule I to the Supreme Court (Non-Contentious Probate) Fees Order, 1928,‡ as amended§ and a reference in this Order to the first, second or third column means the first, second or third column (as the case may be) in that schedule.

2. Fees Nos. 4 and 7 (including their heading) shall be revoked, and the following fees shall be substituted therefor :—

First Column.	*Second Column.* £ s. d.	*Third Column.*
"*Subsequent Grants.*		
4. For any second or subsequent grant in respect of the same deceased person :—		
(*a*) if the fee or each fee previously paid was less than £1 1s. 0d.	The same fee as on the previous grant.	Impressed.
(*b*) if the second or subsequent grant is a general grant preceded only by a grant or grants limited to settled land ;	Fee No. 1, 2 or 3 whichever is applicable.	Impressed.
(*c*) in any other case ..	1 1 0	Impressed.
Note.—In cases (*a*) and (*c*) the fee is payable in addition to any further *ad valorem* fee due by reason of additional estate.		
Grants Pendente Lite *and* Ad Colligenda.		
7. For a grant of administration *pendente lite* or *ad colligenda*.	Fee No. 1, 2, 3 or 4 whichever is applicable.	*Impressed.*"

3. In Fees Nos. 32, 35 (i) and 35 (ii) in the first column the word "photographic" shall be substituted for the word "photostat" in each place where the latter word occurs.

4. The following fee shall be inserted after Fee No. 32 and shall stand as Fee No. 32A :—

	£ s. d.	
32A. For a photographic copy of probate or letters of administration issued by the Principal Probate Registry.	0 1 0	Adhesive."
Note.—If the copy is to be sealed with the small seal of the Court, no further fee is payable for the seal.		

5. The following note shall be inserted at the end of Fee No. 36 in the first column :—

"*Note.*—This fee is not payable for impressing the small seal of the Court on an uncertified photographic copy of probate or letters of administration."

6. This Order may be cited as the Supreme Court (Non-Contentious Probate) Fees Order, 1933, and the Supreme Court (Non-Contentious Probate) Fees Order, 1928, as amended, shall have effect as further amended by this Order.

7.—(1) Paragraph 4 of this Order shall come into operation on the 1st day of January, 1934, and Fee No. 32A shall have effect in relation to grants made on and after that date.

(2) The other paragraphs of this Order shall come into operation on the 1st day of July, 1933.

Dated the 27th day of June, 1933.

Sankey, C. *Hanworth*, M. R.
Hewart, C. J. *Merrivale*, P.
Walter J. Womersley. } Lords Commissioners of
George F. Davies. } His Majesty's Treasury.

THE DISTRESS FOR RENT RULES, 1933. DATED JUNE 22, 1933.

1. These Rules may be cited as the Distress for Rent Rules, 1933, and the Distress for Rent Rules, 1920,(*) shall have effect as amended by these Rules.

2. Paragraph 6 of Scale I of the Tables of Fees, Charges and Expenses set out in Appendix II to the Distress for Rent Rules, 1920, shall have effect as if the words "For commission on sale" were substituted for the words "For commission to the auctioneer on sale by auction."

Dated the 22nd day of June, 1933.

Sankey, C.

* S.R. & O. 1920 (No. 1712) I, p. 496.

THE RULES OF THE SUPREME COURT (No. 2), 1933.
S. R. O., 1933 No. 645/L. 18.)

CORRIGENDUM.

Rule 6, line 6 after the word "thereof" insert the words "shall be substituted therefor".

Legal Notes and News.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. William Thomas Sheridan, solicitor, of Dublin, left personal estate of the value of £69,319 in England and the Irish Free State. He gave £200 to Gertrude Delany, typist ; £50 to Miss Curtis, and £25 to James J. White, if still in his employ ; and £50 each to Mrs. Stanley, cook, Jane, housemaid, and Daniel, chauffeur, on like terms.

* 15-6 G. 5. c. 49. † 42-3 V. c. 58. ‡ S.R. & O. 1928 (No. 927) p. 1228. § S.R. & O. 1930 (No. 1063) p. 1752.

UNIVERSITY COLLEGE, LONDON.

The following awards have been made in the Faculty of Laws at University College:—Jurisprudence: Joseph Hume Scholarship, L. C. B. Gower; Hurst Bequest Essay Prizes (English Law): B. C. Gould and L. C. B. Gower.

"NEW PROCEDURE" JUDGES.

The Lord Chancellor, after consultation with the Lord Chief Justice, has arranged that the New Procedure List constituted under the Rules of the Supreme Court (New Procedure), 1932, shall be taken by Mr. Justice Acton and Mr. Justice Goddard.

BLACKSTONE PRIZES AT MIDDLE TEMPLE.

Blackstone Prizes of £105 each (twelve of which are offered annually to students of the Middle Temple by the Masters of the Bench) have been awarded to Mr. J. D. Cantley, Mr. A. E. MacDonald, and Mr. J. E. S. Simon, on the results of the recent Bar Examinations.

COSTS OF PUBLIC BUILDINGS.

Sir Hilton Young, the Minister of Health, has appointed a Departmental Committee, whose terms of reference are: "To consider and report on the questions of the capital cost of construction and the annual cost of maintenance of the following classes of public buildings provided by local authorities, viz., hospital (including mental hospitals), public assistance institutions, mental deficiency institutions, maternity homes (including maternity departments newly constructed or added to hospitals), and baths and wash-houses, special regard being paid to (*a*) the establishment and periodic revision of standards; (*b*) modern methods of construction; and (*c*) the possibility of securing a reduction in present costs without impairing the efficiency of the buildings for the purposes for which they are designed."

The Committee is appointed in pursuance of a recommendation made by the Committee on Local Expenditure in their Report (Cmd. 4200) of October, 1932, and in accordance with the announcement made in the Minister's Circular 1311 of the 22nd March, 1933.

The members of the Committee are as follows: Sir L. Amherst Selby-Bigge, Bart., K.C.B., J.P. (Chairman), J. Allcock, Esq., O.B.E., F.I.M.T.A., F.S.A.A., N. B. Batterbury, Esq., H. W. Bruce, Esq., M.D., F.R.C.S., R. C. Cox, Esq., M.Inst.C.E., J. Ferguson, Esq., B.A., M.B., D.P.H., J. Kirkland, Esq., O.B.E., F.R.I.B.A., T. S. McIntosh, Esq., M.A., M.D., F.R.C.P.Ed., R. H. P. Orde, Esq., B.A., L. G. Pearson, Esq., F.R.I.B.A., A. Scott, Esq., M.B.E., F.R.I.B.A., M.I.Str.E., W. Rees Thomas, Esq., M.D., F.R.C.P., D.P.M.

The Secretary of the Committee will be Mr. J. Topping, of the Ministry of Health, to whom all communications relating to the work of the Committee should be addressed.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE MAUGHAM. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
July	24	More	Jones	Andrews	*More
,,	25	Hicks Beach	Ritchie	More	Ritchie
,,	26	Andrews	Blaker	Ritchie	*Andrews
,,	27	Jones	More	Andrews	More
,,	28	Ritchie	Hicks Beach	More	*Ritchie
,,	29	Blaker	Andrews	Ritchie	Andrews

DATE.		GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
July	24	*Ritchie	Jones	*Hicks Beach	Blaker
,,	25	*Andrews	*Hicks Beach	*Blaker	Jones
,,	26	*More	Blaker	*Jones	Hicks Beach
,,	27	*Ritchie	*Jones	Hicks Beach	Blaker
,,	28	Andrews	Hicks Beach	*Blaker	Jones
,,	29	More	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 27th July, 1933.

	Div. Months.	Middle Price 19 July 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	107½	3 14 5	3 10 11
Consols 2½%	JAJO	72½	3 9 2	—
War Loan 3½% 1952 or after	JD	98⅝	3 11 0	—
Funding 4% Loan 1960-90	MN	109½	3 13 1	3 9 1
Victory 4% Loan Av. life 29 years	MS	109	3 13 5	3 10 0
Conversion 5% Loan 1944-64	MN	116⅜	4 5 11	3 4 3
Conversion 4½% Loan 1940-44	JJ	109⅜	4 2 3	2 19 11
Conversion 3½% Loan 1961 or after	AO	99	3 10 8	—
Conversion 3% Loan 1948-53	MS	97½	3 1 6	3 3 5
Conversion 2½% Loan 1944-49	AO	92½	2 14 1	3 2 1
Local Loans 3% Stock 1912 or after	JAJO	84½	3 11 0	—
Bank Stock	AO	347½	3 9 1	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	74	3 14 4	—
India 4½% 1950-55	MN	106½	4 4 6	3 19 4
India 3½% 1931 or after	JAJO	83	4 4 4	—
India 3% 1948 or after	JAJO	71	4 4 6	—
Sudan 4½% 1939-73	FA	108	4 3 4	2 17 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	104	4 16 2	4 11 2
Canada 3½% 1930-50	JJ	98	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 5
New South Wales 3½% 1930-50	JJ	91	3 16 11	4 5 0
*New South Wales 5% 1945-65	JD	104	4 16 2	4 11 2
*New Zealand 4½% 1948-58	MS	103	4 7 5	4 4 6
*New Zealand 5% 1946	JJ	106	4 14 4	4 6 11
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	104	4 16 2	4 11 2
Tasmania 3½% 1920-40	JJ	98	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	83	3 12 3	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	98xd	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	71	3 10 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	83	3 12 3	—
Manchester 3% 1941 or after	FA	83xd	3 12 3	—
Metropolitan Consd. 2½% 1920-49	MJSD	92½	2 14 1	3 2 1
Metropolitan Water Board 3% "A" 1963-2003	AO	85	3 10 7	3 11 9
Do. do. 3% "B" 1934-2003	MS	87	3 9 0	3 10 1
Do. do. 3% "E" 1953-73	JJ	93	3 4 6	3 6 5
*Middlesex C.C. 3½% 1927-47	FA	100xd	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	83	3 12 3	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	100¼xd	3 19 7	—
Gt. Western Rly. 5% Rent Charge	FA	114¼xd	4 7 4	—
Gt. Western Rly. 5% Preference	MA	93½	5 6 11	—
‡L. & N.E. Rly. 4% Debenture	JJ	89	4 9 11	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	77½	5 3 3	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	92½	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	85½	4 13 7	—
Southern Rly. 4% Debenture	JJ	100½	3 19 7	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	96½	5 3 8	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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Stock

Approxi-te Yield with emption	
s.	d.
10	11
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10	0
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19	11
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3	5
2	1
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19	4
—	
—	
17	11
7	6
0	0
11	2
13	2
11	8
10	5
5	0
11	2
4	6
6	11
1	8
18	9
11	2
17	1
2	0
1	2
—	
9	3
18	9
8	0
14	0
12	8
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—	
2	1
11	9
10	1
6	5
10	0
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16	2
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ates or Stocks